Michael J. Wirl Director Regulatory and Governmental Affairs

November 10, 2005



100 Communications Drive P.O. Box 49 Sun Prairie, WI 53590-0049

Phone: 608-837-1732 FAX: 608-837-1128

E-mail: mike.wirl@verizon.com

### VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

Ms. Christy Zehner, Secretary to the Commission Public Service Commission of Wisconsin PO Box 7854 Madison, WI 53707-7854

Re:	Adoption of Interconnection Agreement Pursuant to Section 252(i) of the	}	
	Telecommunications Act of 1996 between Verizon North, Inc. ("Verizon")	}	05-TI-
	and Time Warner Cable Information Services (Wisconsin), L.L.C. d/b/a	}	
	Time Warner Cable ("TWCIS (WI)")	}	

Enclosed for filing with the Commission is a copy of the executed 252 (i) adoption letter. Time Warner Cable Information Services (Wisconsin), L.L.C. d/b/a Time Warner Cable ("TWCIS (WI)") is adopting the terms of the Interconnection Agreement between BullsEye Telecom Inc. ("BullsEye") and Verizon North Inc. that was approved by the Public Service Commission of Wisconsin (the "Commission") as an effective agreement in the state of Wisconsin in Docket No. 05-TI-735.

I have been authorized by Time Warner Cable to submit this filing to the Commission pursuant to 47 U.S.C. Section 252(e) and in recognition of the Commission's jurisdiction in this matter. An electronic copy of the adoption letter has been transmitted to Mr. Ken Barth of the Public Service Commission of Wisconsin (PSCW) on November 10, 2005.

If you have questions relating to this matter, I can be contacted at the above numbers.

Very truly yours,

/s/ Michael J. Wirl

Michael J. Wirl

 c: Maribeth Bailey, Director, Interconnection Policy Time Warner Cable
 290 Harbor Drive Stamford, CT 06902

Ken Barth – PSCW – electronic notification

Jeffrey A. Masoner

Vice President Interconnection Services



1310 North Court House Rd. 9th Floor, Room 9E104 Arlington, VA 22201

Tel.: 703 974-4610 Fax: 703 974-0314

jeffrey.a.masoner@verizon.com

October 27, 2005

Carl Rossetti
Executive Vice President/Voice
Time Warner Cable Information Services (Wisconsin), L.L.C. d/b/a Time Warner
Cable
290 Harbor Drive
Stamford, CT 06902

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Rossetti:

Verizon North Inc. ("Verizon"), a Wisconsin corporation, with principal place of business at 8001 West Jefferson, Ft. Wayne, IN 46804, has received correspondence stating that Time Warner Cable Information Services (Wisconsin), L.L.C. d/b/a Time Warner Cable ("TWCIS (WI)"), a Delaware Limited Liability Company, with principal place of business at 290 Harbor Drive, Stamford, CT 06902 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between BullsEye Telecom, Inc. ("BullsEye") and Verizon that was approved by the Wisconsin Public Service Commission (the "Commission") as an effective agreement in the State of Wisconsin, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand TWCIS (WI) has a copy of the Terms. Please note the following with respect to TWCIS (WI)'s adoption of the Terms.

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- 1. By TWCIS (WI)'s countersignature on this letter, TWCIS (WI) hereby represents and agrees to the following seven points:
  - A. TWCIS (WI) adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that TWCIS (WI) shall be substituted in place of BullsEye Telecom, Inc. and BullsEye in the Terms wherever appropriate.
  - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.
  - C. Notice to TWCIS (WI) and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Time Warner Cable Information Services (Wisconsin), L.L.C. d/b/a Time Warner Cable:

Attention: Julie Y. Patterson Vice President & Chief Counsel, Telephony 290 Harbor Drive Stamford, CT 06902 Telephone Number: (203) 328-0671

Facsimile Number: (203) 328-4042

Internet Address: julie.patterson@twcable.com

# To Verizon:

Director- Contract Performance Management & Negotiations
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038

Facsimile Number: (972) 719-1519

Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel Verizon Wholesale Markets 1515 N. Court House Road Suite 500 Arlington, VA 22201

Facsimile: (703) 351-3664

- D. TWCIS (WI) represents and warrants that it is a certified provider of local telecommunications service in the State of Wisconsin, and that its adoption of the Terms will cover services in the State of Wisconsin only.
- E. In the event an interconnection agreement between Verizon and TWCIS (WI) is currently in effect in the State of Wisconsin (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- F. Verizon's standard pricing schedule for interconnection agreements in the State of Wisconsin (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to TWCIS (WI)'s adoption of the Terms. TWCIS (WI) should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
- G. TWCIS (WI)'s adoption of the Terms shall become effective on October 11, 2005. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by TWCIS (WI) as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern TWCIS (WI)'s adoption of the Terms.

- 2. As the Terms are being adopted by TWCIS (WI) pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of TWCIS (WI)'s adoption of the Terms.
- 3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
- 4. Verizon reserves the right to deny TWCIS (WI)'s application of the Terms, in whole or in part, at any time:
  - A. when the costs of providing the Terms to TWCIS (WI) are greater than the costs of providing them to BullsEye;
  - B. if the provision of the Terms to TWCIS (WI) is not technically feasible; and/or
  - C. to the extent that Verizon otherwise is not required to make the Terms available to TWCIS (WI) under applicable law.
- 5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("FCC Internet Order"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act. Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the FCC Internet Order, not pursuant to adoption of the Terms. Moreover, in light of the FCC Internet Order,

For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL <a href="https://www.verizon.com/wise">www.verizon.com/wise</a> (select Verizon East Customer

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("FCC Remand Order") ¶44, remanded, WorldCom, Inc. v. FCC, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the FCC Remand Order to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See WorldCom, Inc. v. FCC, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.<sup>3</sup> In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>

- 6. Should TWCIS (WI) attempt to apply the Terms in a manner that conflicts with Paragraph Two through Paragraph Five above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
- 7. In the event that a voluntary or involuntary petition has been or is in the future filed against TWCIS (WI) under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and TWCIS (WI)'s adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of TWCIS (WI) resulting from TWCIS (WI)'s adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

<sup>&</sup>lt;sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> FCC Internet Order ¶ 82.

# **SIGNATURE PAGE**

Please arrange for a duly authorized representative of TWCIS (WI) to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON NORTH INC.

Jeffrey A. Masoner
Vice President

Interconnection Services Policy & Planning

Reviewed and countersigned as to Paragraph 1:

TIME WARNER CABLE INFORMATION SERVICES (WISCONSIN), L.L.C. D/B/A TIME WARNER CABLE

Carl Rossetti

Executive Vice President/Voice

c: Kathy Robertson - Verizon

## APPENDIX A<sup>1 2</sup> V1.5

# I. Rates and Charges for Transport and Termination of Traffic<sup>3</sup>

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: \$0.0055240 per minute of use.

Reciprocal Compensation Traffic Tandem Rate: \$0.0085210 per minute of use.

B. The Tandem Transit Traffic Service Charge is \$0.0031480 per minute of use.

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) –For each DS1 equivalent volume<sup>4</sup> (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C. Entrance Facility and Transport for Interconnection Charges: See Intrastate Special Access Tariff

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and TWCIS (WI) shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

Certain of the rates and charges set forth within, as indicated by an "diamond" (♠), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Order dated December 12, 1996, in Docket Nos. 265-MA-102 and 2180-MA-100. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket Nos. 265-MA-102 and 2180-MA-100, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

All rates and charges specified herein are pertaining to the Interconnection Attachment.

<sup>&</sup>lt;sup>4</sup> A CCS busy hour equivalent of 200,000 combined minutes of use.

#### II. Services Available for Resale

The avoided cost discount for all Resale services is 18.45%.

## Non-Recurring Charges (NRCs) for Resale Services

#### Pre-ordering

CLEC Account Establishment Per CLEC Customer Record Search Per Account	\$273.09 \$ 11.69
Ordering and Provisioning	
Engineered Initial Service Order (ISO) - New Service Engineered Initial Service Order - As Specified Engineered Subsequent Service Order Non-Engineered Initial Service Order - New Service Non-Engineered Initial Service Order - Changeover Non-Engineered Initial Service Order - As Specified Non-Engineered Subsequent Service Order	\$311.98 \$123.84 \$ 59.61 \$ 42.50 \$ 21.62 \$ 82.13 \$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30

## **Product Specific**

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

\$ 12.17

## **Custom Handling**

# Service Order Expedite:

Manual Ordering Charge

Engineered Non-Engineered	\$ 35.48 \$ 12.59
Coordinated Conversions:	
ISO Central Office Connection Outside Facility Connection	\$ 17.76 \$ 10.71 \$ 9.59
Hot Coordinated Conversion First Hour:	
ISO Central Office Connection Outside Facility Connection	\$ 30.55 \$ 42.83 \$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO Central Office Connection Outside Facility Connection	\$ 4.88 \$ 9.43 \$ 8.37

#### Application of NRCs

### Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that TWCIS (WI) orders any service from this Agreement.

Customer Record Search applies when TWCIS (WI) requests a summary of the services currently subscribed to by the end-user.

#### Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to TWCIS (WI). Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to TWCIS (WI). End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter TWCIS (WI)'s order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if TWCIS (WI) requests service prior to the standard due date intervals.

Coordinated Conversion applies if TWCIS (WI) requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if TWCIS (WI) requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

# III. Prices for Unbundled Network Elements<sup>5</sup>

## **Monthly Recurring Charges**

#### **Local Loop**

	-		
	2 Wire Analog Loop (inclusive of NID) 4 Wire Analog Loop (inclusive of NID) 2 Wire Digital Loop (inclusive of NID) 4 Wire Digital Loop (inclusive of NID) DS-1 Loop DS-3 Loop	\$ \$ \$ \$ \$	32.00* 50.00 * 32.00 * 50.00 * 171.19 1122.95
	Supplemental Features: ISDN-BRI Line Loop Extender DS1 Clear Channel Capability	\$ \$	4.50 24.00
Sub-L	оор		
	2-Wire Feeder 2-Wire Distribution (inclusive of NID) 4-Wire Feeder 4-Wire Distribution (inclusive of NID) 2-Wire Drop (inclusive of NID) 4-Wire Drop (inclusive of NID) Inside Wire	\$ \$ \$ \$ \$ \$ \$ \$ \$	13.26 31.96 28.23 57.47 5.23 5.47 BFR
Netwo	rk Interface Device (leased separately)		
	Basic NID: Complex (12 x) NID	\$ \$	1.30 <b>*</b> 1.40 <b>*</b>
Switch	ning Port		
	Basic Analog Line Side Port Coin Line Side Port ISDN BRI Digital Line Side Port DS-1 Digital Trunk Side Port ISDN PRI Digital Trunk Side Port	\$ \$ \$ \$	3.37 7.39 18.11 48.00 <b>4</b> 252.39
	Usage Charges (must purchase Port) Local Central Office Switching (Overall Average MOU) Common Shared Transport Transport Facility (Average MOU/ALM) Transport Termination (Average MOU/Term)	\$ \$ \$ \$	.005524 .000012 .000151 .002889
	Tandem Switching (Average MOU)	Φ	
	Terminating to Originating Ratio		1.00

<sup>5</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and TWCIS (WI) shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Wisconsin Tariff, P.S.C. of W. No. 5

# **Dedicated Transport Facilities**

	CLEC Dedicated Transport		
	CDT 2 Wire	\$	32.00♦
	CDT 4 Wire	\$	50.00♦
	CDT DS1		
	First System	\$	300.00♦
	Additional System	\$	150.00♦
	CDT DS3 Optical Interface	\$	1,125.00
	CDT DS3 Electrical Interface	\$	1,500.00♦
	Interoffice Dedicated Transport		
	IDT DS0 Transport Facility per ALM	\$	0.26
	IDT DS0 Transport Termination	\$ \$ \$ \$ \$ \$	10.72
	IDT DS1 Transport Facility per ALM	\$	4.07
	IDT DS1 Transport Termination	\$	40.00♦
	IDT DS3 Transport Facility per ALM	\$	38.38
	IDT DS3 Transport Termination	\$	201.74
	Multiplexing		
	DS1 to Voice Multiplexing	\$	179.96
	DS3 to DS1 Multiplexing	\$	500.00♦
	DS1 Clear Channel Capability	\$	24.00
Unbun	dled Dark Fiber		
	Unbundled Dark Fiber Loops/Sub-Loops		
	Dark Fiber Loop	\$	67.13
	Dark Fiber Sub-Loop – Feeder	\$ \$	53.17
	Dark Fiber Sub-Loop – Distribution	\$	13.96
	Unbundled Dark Fiber Dedicated Transport		
	Dark Fiber IDT –Facility	\$	24.80
	Dark Fiber IDT –Termination	\$	6.34
	Intermediate Office Cross Connect	ТВ	SD.

# **UNE-P Pricing<sup>6</sup>**

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

UNE 2-wire Analog loop; and

UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

UNE 2-wire Digital loop; and

UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

UNE DS1 loop; and

UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

UNE DS1 loop; and

UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

# EEL Pricing<sup>6</sup>

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

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<sup>&</sup>lt;sup>6</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and TWCIS (WI) shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

# Line Splitting<sup>7</sup>

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

TWCIS (WI) WI appa-comp-wi.doc

<sup>&</sup>lt;sup>7</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

# **NON-RECURRING CHARGES - LOOP & PORT**

Service Ordering (Loop or Port)	
Initial Service Order, per order	\$ 47.25
Transfer of Service Charge, per order	\$ 16.00
Subsequent Service Order, per order	\$ 24.00
Installation	
Unbundled Loop, per loop	\$ 9.75♣
Unbundled Port, per port	\$ 9.75♣
Loop Facility Charge, per order (See Note 1)	\$ 53.50*

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

# **NON-RECURRING CHARGES - OTHER UNE's**

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Prov Initial Unit	risioning Addt'l Unit
UNBUNDLED NID				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUB-LOOP				
Exchange - FDI Feeder Interconnection - Initial Exchange - FDI Feeder Interconnection - Subsequent Exchange - FDI Distribution Interconnection - Initial Exchange - FDI Distribution Interconnection - Subsequent Exchange - Serving Terminal Interconnection - Initial Exchange - Serving Terminal Interconnection - Subsequent UNBUNDLED DARK FIBER	\$ 36.32 \$ 15.01 \$ 36.32 \$ 15.01 \$ 36.32 \$ 15.01	\$ 26.88 \$ 11.83 \$ 26.88 \$ 11.83 \$ 26.88 \$ 11.83	\$ 46.20 \$ 16.99 \$ 61.90 \$ 16.99 \$ 28.99 \$ 13.23	\$ 24.97 \$ 7.22 \$ 30.36 \$ 7.22 \$ 15.51 \$ 6.41
Advanced - Service Inquiry Charge Advanced - Interoffice Dedicated Transport - Initial Advanced - Unbundled Loop - Initial Advanced - Sub-Loop Feeder - Initial Advanced - Sub-Loop Distribution - Initial Dark Fiber Records Review (with reservation) Intermediate Office Cross Connect Dark Fiber Optional Engineering Services	\$405.65 \$ 64.57 \$ 64.57 \$ 64.57 \$ 64.57 TBD TBD TBD	\$405.65 \$ 64.57 \$ 64.57 \$ 64.57 \$ 64.57	N/A \$267.28 \$261.86 \$261.86 \$264.84	N/A \$224.28 \$220.43 \$220.43 \$216.19
ENHANCED EXTENDED LOOPS (EELs) Loop portion (In addit applicable to the EEL arrangement)	ion, IDT and	CDT charges	apply if	
Advanced (2-wire and 4-wire) - Basic - Initial Advanced (2-wire and 4-wire) - Basic - Subsequent DS1/DS3 - Initial DS1/DS3 - Subsequent DS3 to DS1 Multiplexer DS1 to DS0 Multiplexer	\$ 88.39 \$ 38.02 \$ 97.94 \$ 38.02 N/A N/A	\$ 56.13 \$ 21.89 \$ 65.68 \$ 21.89 N/A N/A	\$ 9.75 \$ 9.75 \$ 9.75 \$ 9.75 \$450.00 \$800.00	N/A N/A N/A N/A N/A
CHANGEOVER CHARGE - (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is) Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$161.87 \$ 7.52	\$ 99.77 \$ 4.56	\$ 41.64 \$ 41.64	N/A N/A
Advanced - Complex (DS1 and above) Changeover (As Is) Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$179.37 \$ 7.52	\$117.27 \$ 4.56	\$ 41.64 \$ 41.64	N/A N/A

LOOP CONDITIONING (No charge for loops 12,000 feet or less)				
Loop Conditioning - Bridged Tap	N/A	N/A	\$ 886.59	\$ 28.84
Loop Conditioning - Load Coils	N/A	N/A	\$1,098.10	\$ 53.24
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$1,397.02	\$ 82.08
200p Conditioning 2000 Collo / Enaged Pap	14// (	14// (	Ψ1,007.02	Ψ 02.00
UNE PLATFORM				
Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Feature)	<b>р</b> 10.44	ф 13.20	<b>Ф</b> 5.09	<b>ў</b> 5.69
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Specified)	·		·	·
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex Digital - Changeover (As Specified)	\$ 48.35	\$ 34.53	\$681.24	\$303.66
•	•	•	•	-
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97
INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to IDT portion of an EEL arrangement)				
Advanced - Basic (2-wire and 4-wire )- Initial	\$ 95.49	\$ 63.01	\$ 428.58	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex (DS1 and above - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced - Complex (DS1 and above) - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT				
portion of an EEL arrangement)				
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 -	\$ 45.12	\$ 28.77	\$ 86.80	N/A
Subsequent		•		-
Clear Channel Capability	N/A	N/A	\$ 90.00	N/A
			+ · · · ·	

COORDINATED CONVERSIONS				
Exchange - Standard Interval - Per Qtr. Hour Exchange - Additional Interval - Per Qtr. Hour Advanced - Standard Interval - Per Qtr. Hour Advanced - Additional Interval - Per Qtr. Hour HOT-CUT COORDINATED CONVERSIONS	\$ 30.72 \$ 26.97 \$ 22.92 \$ 21.12	\$ 30.50 \$ 26.75 \$ 22.69 \$ 20.89	N/A N/A N/A N/A	N/A N/A N/A N/A
(Only available for 2-wire analog loops)				
Exchange - Standard Interval - Per Hour Exchange - Additional Interval - Per Qtr. Hour Advanced - Standard Interval - Per Hour Advanced - Additional Interval - Per Qtr. Hour	\$108.80 \$ 26.97 \$ 83.43 \$ 21.12	\$108.57 \$ 26.75 \$ 83.20 \$ 20.89	N/A N/A N/A N/A	N/A N/A N/A N/A
CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR
EXPEDITES				
Exchange Products Advanced Products	\$ 3.36 \$ 25.80	\$ 3.36 \$ 25.80	N/A N/A	N/A N/A
OTHER				
Customer Record Search (per account) CLEC Account Establishment (per CLEC) Design Change Charge - EELs and Transport	\$ 4.21 \$166.32 \$ 27.00	N/A \$166.32 \$ 27.00	N/A N/A N/A	N/A N/A N/A
LINE SHARING - CLEC OWNED SPLITTER				
CLEC Splitter Connection - Initial CLEC Splitter Connection - Subsequent	\$ 32.19 \$ 13.24	\$ 22.52 \$ 9.83	\$ 53.04 \$ 14.49	\$ 47.29 \$ 13.53

#### **Application of NRCs**

#### Preordering:

CLEC Account Establishment is a one-time charge applied the first time that TWCIS (WI) orders any service from this Agreement.

Customer Record Search applies when TWCIS (WI) requests a summary of the services currently subscribed to by the end-user.

#### Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if TWCIS (WI) requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if TWCIS (WI) requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if TWCIS (WI) requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

# IV. Rates and Charges for 911

See State Tariff.

## V. Collocation Rates

See Wisconsin Local Network Access Tariff, P.S.C. W5, Section 5.18.6.